

GROUPTYRE STAR CLIPPER TRIP PROMOTION 2012

CONDITIONS

INFORMATION ABOUT US

We are Group Tyre (UK) Limited, a company registered in England and Wales under company registration number 03203659 and whose registered office is at Suite 1 Weaver House Ashville Point, Sutton Weaver, Runcorn, Cheshire, WA7 3FW (“**Grouptyre**”).

1. Introduction:

- 1.1. These terms and conditions (“**Conditions**”) apply to and govern the 2012 Star Clipper Trip promotion provided by us (“**Promotion**”).
- 1.2. The term Grouptyre or ‘us’ or ‘we’ refers to Grouptyre (UK) Ltd, the promoter of the Promotion.
- 1.3. The term Grouptyre Member Company (or the plural thereof) refers to any company (or companies) listed at www.grouptyre.co.uk/about/grouptyre-members from time to time.

2. Promotion General Conditions:

- 2.1. The Promotion is operated by Grouptyre.
- 2.2. This Promotion runs from 00:01 on 1st January 2012 (“**Start Date**”) until 23:59 on 31st August 2012 (“**End Date**”) inclusive.
- 2.3. The Conditions shall not create or be construed as creating any form of agency, joint venture or partnership between Grouptyre and the Entrants. The Conditions shall not create or be construed as creating a contract for the sale of any property.
- 2.4. Grouptyre reserves the right to cancel the Promotion at any time.
- 2.5. Entrants agree that in entering into this Promotion they will not compromise the interests of customers and will at all times give honest, transparent and impartial advice to customers even if this results in tyres other than the Promotion Tyres being recommended or supplied to customers.
- 2.6. Each Entrant should retain a copy of the Conditions for their records. A copy of the Conditions (as amended from time to time) will be available at www.grouptyrerewards.co.uk and www.grouptyre.co.uk/group-tyre-rewards-registration/ for the duration of the Promotion.

3. Eligibility

- 3.1. This Promotion is open to customers of Grouptyre or Grouptyre Member Companies:
 - 3.1.1. who have registered with Grouptyre since the Start Date as stockist of Evergreen, Federal and Goodride brands of car, van and 4x4 tyres (“**Promotion Tyres**”), or any combination thereof purchased from Grouptyre or a Grouptyre Member Company; and
 - 3.1.2. who trade exclusively from the United Kingdom; and
 - 3.1.3. whose entry in to this Promotion is approved and permitted by Grouptyre (or the Grouptyre Member Company of whom it is a customer) in its absolute discretion (“**Eligible Customers**”).
- 3.2. This Promotion is not open to;
 - 3.2.1. anyone who is an employee of Grouptyre, their immediate families, agents or anyone professionally connected with the Promotion; or
 - 3.2.2. customers of Grouptyre or a Grouptyre Member Company who trade with Grouptyre under or as part of a national agreement or contract.
- 3.3. Only one entry per Eligible Customer is permitted. Grouptyre will not consider additional entries.
- 3.4. Entries received from any entrant who is not an Eligible Customer will be automatically void.

4. Entry to the Promotion

- 4.1. Eligible Customers may enter the Promotion by completing and submitting the online promotion registration form at www.grouptyre.co.uk/group-tyre-rewards-registration/ (“**Registration Form**”) any time between the Start Date and End Date (“**Entrants**”). Entries received after the End Date will not be considered.
- 4.2. Upon receipt of the Registration Form by Grouptyre, the Entrant will be entered in to the Promotion (“**Entry Date**”). However, receipt of the Registration Form by Grouptyre does not constitute an acceptance of the validity of an entry.
- 4.3. Grouptyre reserves the right, in its absolute discretion, to refuse entry to the Promotion by any Eligible Customer or Entrant, for any reason whatsoever.
- 4.4. Grouptyre reserves the right to disqualify any Entrant from the Promotion at its sole discretion if it believes the information provided is false, misleading, fraudulent, or there are reasonable grounds to believe the Entrant has acted or threatens to act in breach of any of these Conditions.
- 4.5. An Entry shall be declared void if it is made on behalf of an Eligible Customer without authorisation of that Eligible customer, or if the Entry is made by a person under 18 years old, or if the Entrant engages in any form of fraud, fraudulent misrepresentation or concealment.
- 4.6. No responsibility is taken for entries that are lost, delayed, misdirected, incomplete or that cannot be delivered or entered for any technical or other reason.
- 4.7. By submitting a Registration Form, Eligible Customers and Entrants accept and acknowledge that they will be bound by the Conditions.
- 4.8. Entrants warrant and agree that in entering into this Promotion they will not compromise the interests of customers and will at all times give honest and impartial advice to customers.

5. Winners:

- 5.1. There will be ten winners of the Promotion, who will qualify for the Prize (“**Winners**”).
- 5.2. The Winners will be the ten Entrants who, on a turnover basis, have purchased the highest value of Promotion Tyres from Grouptyre (or a Grouptyre Member Company) between the first day of the month of each Entrant’s respective Entry Date and the End Date (inclusive).
- 5.3. In determining the Winners, the value of sales of Promotion Tyres will be obtained from Grouptyre’s own sales records.
- 5.4. Any returns of Promotion Tyres purchased during this period (and for 4 weeks after the End Date) may be deducted for the purposes of calculating the Winners of this Promotion which may lead to the Prize being offered to the Entrant who has purchased the next highest value of Promotion Tyres.
- 5.5. For the avoidance of doubt, Promotion Tyres purchased by Entrants prior to their respective Entry Dates will not be considered for the purposes of this Promotion.
- 5.6. Grouptyre’s decisions as to the Winners of the Promotion are final.

6. Notification of Winners

- 6.1. Winners will be notified by Grouptyre by post, email or telephone no later than 14th September 2012.
- 6.2. If a Winner does not respond to Grouptyre to accept the Prize within 14 days of being notified by Grouptyre, then the Winner's Prize will be forfeited and Grouptyre shall be entitled to select another Winner (and that Winner will have to respond to the phone call, letter or email from Grouptyre within 14 days or else they will also forfeit their Prize).
- 6.3. If a Winner rejects their Prize, then the Winner's Prize will be forfeited and Grouptyre shall be entitled to select another Winner.
- 6.4. Grouptyre will be in no way liable for any failure or inability to contact any Winner due to any errors, omissions or inaccuracies in the information provided by that Entrant on the Registration Form or otherwise.
- 6.5. Details of the Winners can be obtained by sending a stamped addressed envelope to Grouptyre at Suite 1 Weaver House Ashville Point, Sutton Weaver, Runcorn, Cheshire, WA7 3FW.

7. The Prize

- 7.1. The prize for each Winner is five night's stay aboard the "Star Clipper" ship for two individuals (based on both individuals sharing a double cabin) from 20th October to 25th October 2012 inclusive ("Prize"). Winners will travel with representatives from Grouptyre.
- 7.2. The Prize includes:
 - 7.2.1. return economy flights (flying to Athens and returning from Malta);
 - 7.2.2. private transfers between the airport and the Star Clipper; and
 - 7.2.3. full board on the Star Clipper, sailing to Monemvasia, Greece; Pilos, Greece; Syracuse, Sicily and Valletta, Malta.
- 7.3. Further details of the Prize will be confirmed to the Winners in due course, when scheduled flights are confirmed.
- 7.4. It will be each Winner's responsibility to decide which two individuals it selects to take the Prize ("Representatives"). At least one Representative of each Winner must be a member of senior management staff of the Winner or be otherwise connected with the Winner's business. Both Representatives must be full and valid passport holders and be 18 years of age or over. If the Winner subsequently changes the Representatives it selects to take the Prize, it shall pay any additional costs and expenses associated with such change.
- 7.5. In order that Grouptyre may arrange the Prize, the Winners shall provide to Grouptyre any and all details, documents and information (including, in particular, in relation to the Representatives) which Grouptyre may request. Such information must be provided within the deadlines specified by Grouptyre. If a Winner fails to provide any of the aforesaid information within the deadlines stipulated by Grouptyre, then the Winner's Prize may be forfeited in which case Grouptyre shall be entitled to select another Winner.
- 7.6. The Prize must be taken as stated and no alternative Prize will be offered if a Winner's Representatives cannot make the dates specified above. In the event that a Winner's Representatives are unable to take the Prize, Grouptyre reserves the right to offer the Prize to the next Winner.
- 7.7. The Prize cannot be transferred to any other person or party without the express consent of Grouptyre but Grouptyre is under no obligation to consent to a transfer.
- 7.8. All associated costs of the trip which are not stated as covered within the scope of the Prize are the sole responsibility of the Winners. This may include (but will not be limited to) obtaining travel visas, travel insurance, medical insurance and any claims arising therefrom.
- 7.9. Grouptyre reserves the right to cancel the Prize in the event that only five or fewer Winners accept the Prize.
- 7.10. There is no cash alternative to the Prize and no compensation will be payable to Winners who are unable to take the Prize. However, Grouptyre retains the right to substitute the Prize with another prize of similar value in the event the original Prize offered is not available.

8. Winner Publicity

- 8.1. It is deemed a condition of entry that the Winners (and their Representatives) consent to any reasonable request of Grouptyre for PR activity both during and for a reasonable period of time after receipt of the Prize.

9. Entrant Information

- 9.1. Grouptyre may use the information provided by Entrants on the Registration Forms to contact Entrants by post, fax, telephone or email in relation to the Promotion and in connection with the creation of an account on the www.grouptyrerewards.co.uk or www.grouptyre.co.uk/group-tyre-rewards-registration/ websites.
- 9.2. Grouptyre may also pass the information provided by Entrants on the Registration Forms to Grouptyre's Member Companies in order to inform them which of their customers have entered the Promotion, in order to confirm the accuracy of the information provided on the Registration Forms, or in order to approve entries to the Promotion.

- 9.3. Grouptyre may also use any information provided by Winners in relation to their Representatives in order to make necessary arrangements for the Prize and, where necessary, to contact the Representatives directly.
- 9.4. Grouptyre will obtain the consent of Entrants for any other use of their personal data which does not relate directly to the operation and administration of the Promotion.

10. General

- 10.1. Grouptyre may in its absolute discretion vary or amend or delay in performing its obligations under the Promotion and the Entrant agrees that no such liability shall attach to Grouptyre as a result.
- 10.2. Grouptyre reserves the right (subject to any applicable law) to cancel, terminate, modify, suspend, extend or withdraw this Promotion at any time.
- 10.3. Grouptyre and any related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury or disappointment whatsoever which may be suffered or sustained by any Entrant or Winner (or of any officer, employee or agent thereof) or by any Representative (including but not limited to direct, indirect and consequential loss) as a result of or in connection with the Promotion or Prize (or the cancellation, modification, or withdrawal of the same), except for any liability which cannot be validly excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing shall exclude Grouptyre's liability for death or personal injury resulting from Grouptyre's negligence or for fraud.
- 10.4. Grouptyre shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but shall not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 10.5. All Entrants shall warrant and undertake that the information provided in relation to this Promotion shall be complete, true, current, accurate and not misleading. Entrants acknowledge and agree that Grouptyre will have no liability for any incorrect information provided. In particular, Grouptyre will be in no way liable for any inability of any Representatives of any Winner to take the Prize due to any errors, omissions or inaccuracies in the information provided by that Winner.
- 10.6. Entrants agree to abide by the Terms of Website Use and Privacy Policy (as amended from time to time) when using the www.grouptyrerewards.co.uk and www.grouptyre.co.uk/group-tyre-rewards-registration/ websites in connection with the Promotion. Particular attention is drawn to the use of cookies by the websites.
- 10.7. Grouptyre will not be responsible for any 'Benefit in Kind' tax liability imposed by HM Revenue and Customs and this will pass to the Entrant on receipt of the Prize.
- 10.8. Grouptyre reserves the right to vary and amend the Conditions from time to time. In the event of any such amendment, Grouptyre will use all reasonable endeavours to notify all Entrants by email, telephone or post.
- 10.9. Entrants shall at all times during and in connection with the Promotion comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 10.10. If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.11. The Promotion and these Conditions shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.